

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE WASHINGTON STATE DEPARTMENT OF ECOLOGY, KING
COUNTY, AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY,
REGION 10**

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish a formal cooperative relationship between the Washington State Department of Ecology (Ecology), King County (County), and the United States Environmental Protection Agency, Region 10 (EPA) (collectively, the Parties) in an area of mutual interest. Implementation of this MOU will allow EPA to conduct current groundwater sampling and allow Ecology to conduct future groundwater sampling at the May Creek Landfill Site. Current and future groundwater sampling will allow EPA and Ecology the opportunity to better understand contamination at the May Creek Landfill Site and to appropriately plan any necessary response to groundwater contamination.

II. BACKGROUND

The May Creek Landfill Site is located at 15753 Renton-Issaquah Road SE, Renton, King County, Washington (Site). On February 25, 2016 and July 26, 2018, EPA, the County, and Ecology, along with other state and local partners, visited the Site to conduct limited assessments and sampling. The Parties believe that additional assessment and cleanup are necessary at the Site.

On October 19, 2018, EPA issued an Action Memorandum documenting and approving the decision to take certain response actions at the Site. One of the actions described is:

EPA will install approximately five groundwater monitoring wells and conduct one round of sampling from the wells to determine whether the documented soil contamination on Site has resulted in contamination of the shallow groundwater.

The Action Memorandum also states:

King County and the Washington Department of Ecology currently are negotiating a Memorandum of Understanding concerning ~~continued investigation and cleanup actions following EPA's removal action~~ future sampling and closure of the groundwater monitoring wells.

This MOU is one result of those negotiations.

III. AUTHORITIES

EPA enters into this MOU pursuant to Section 104 of the Clean Water Act, Section 8001 of the Resource Conservation and Recovery Act, and Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act which authorize EPA to cooperate with, and render technical services to, individuals, as well as public and private sector entities, to promote the coordination and acceleration of work related to the causes, effects, prevention, and elimination of water and waste pollution, and to respond to releases or threats of releases of hazardous substances or pollutants into the environment.

IV. ROLES AND RESPONSIBILITIES

Ecology and the County intend to support this MOU by conducting additional sampling of the groundwater monitoring wells as determined necessary by the Parties over the next ~~3~~two years. Ecology and the County also intend to take responsibility for either continuing to monitor the groundwater or decommissioning the groundwater monitoring wells ~~upon completion of their~~. Ecology will take lead on conducting groundwater sampling. The Parties agree to provide support to each other in obtaining access to the Site to conduct activities related to the groundwater monitoring wells. A decision on the frequency of monitoring will be made by the Parties after analyzing data obtained from the sampling work and reviewing any other relevant and available groundwater data ~~found over the next two years.~~

EPA intends to support this MOU by installing the groundwater monitoring wells and conducting one round of sampling from those wells. EPA also intends to share final sampling results with Ecology and the County.

V. LIMITATIONS

A. This MOU is a voluntary agreement that expresses the good-faith intentions of the Parties, is not intended to be legally binding, does not create any contractual obligations, and is not enforceable by any party.

B. All commitments made by EPA in this MOU are subject to the availability of appropriated funds. Nothing in this MOU, in and of itself, obligates EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations that would be inconsistent with EPA budget priorities. Ecology and the County agree not to submit a claim for compensation for services rendered to EPA in connection with any activities they carry out in furtherance of this MOU.

C. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the Parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures, and will be subject to separate subsidiary agreements that will be effected in writing by the Parties.

D. This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity, by persons who are not party to this agreement, against the Ecology, the County, or EPA, their officers or employees, or any other person. This MOU does not apply to any person outside Ecology, the County, and EPA.

VI. POINTS OF CONTACT

The following individuals are designated points of contact for the MOU:

United States Environmental Protection Agency Region 10:
Wally Moon

Manager, Spill Prevention and Removal Unit
1200 Sixth Ave., Suite 155
Moon.wally@epa.gov
206-553-6323

The Washington State Department of Ecology:

~~[insert name, address, email, phone number]~~

Thomas Buroker

Washington State Department of Ecology,

Regional Director, Northwest Regional Office

3190 160th Ave. SE, Bellevue, WA 98008-5452

thomas.buroker@ecy.wa.gov

425-649-7010

King County:

James Neely

King County Department of Natural Resources & Parks

Solid Waste Division

201 South Jackson, Seattle, WA 98104

James.nelly@kingcounty.gov ~~[insert name, address, email, phone number]~~

206-477-5284

VII. MODIFICATION/DURATION/TERMINATION

This MOU shall take effect upon the signature of the Parties and remain in effect for a period of 3 years. This MOU may be extended or modified at any time per the mutual written consent of the Parties. Additionally, a party may terminate its participation in this MOU at any time by providing written notice to the other parties at least 90 days in advance of the desired termination date.

VIII. APPROVAL

Cheryl Bilbrey
Director, Office of Environmental Cleanup
EPA Region 10

Date

[name] Thomas Buroker Date
[position] Regional Director, Northwest Regional Office
Washington State Department of Ecology

[name] Date
[position]

Christie True, Director, King County Department Date
of Natural Resources & Parks
201 South Jackson Street, Suite 700
Seattle, WA 98104